Name of the work: Pre-bid Queries for the work of "APPOINTMENT OF CONCESSIONAIRE ON DESIGN BUILD FINANCE OPERATE AND TRANSFER (DBFOT) WITH 100 Percentage CONCESSIONAIRE INVESTMENT FOR WORK OF COLLECTION, PRIMARY TRANSPORTATION & SECONDARY TRANSPORTATION OF C&D WASTE TO PROPOSED PROCESSING PLANT HAVING CAPACITY OF 750 TPD INCLUDING ESTABLISHMENT OF PROCESSING PLANT FOR A CONCESSION PERIOD OF 15 YEARS FOR PACKAGE 1 to 4."

SL. No	Reference	Text Provided in RFP/PIM/DCA	Query In Details	Reply
1. DAYA CHARAN & COMPANY				
	RFP- Pg No. 65	Section-A: RELEVANT EXPERIENCE OF BIDDER	It is requested to change the technical evaluation parameters as below to the healthy participation.	
1.		Transportation of Construction & Demolition (C&D) waste and/or Municipal Solid Waste (MSW) for government projects in India for at least one year /one project during last 5 years. Experience in handling 80% or higher quantity of the respective package. 1 work = 10 marks Experience in handling 50% or higher quantity of the respective package. 2 works = 10 marks 1 work = 06 marks Experience in handling 40% or higher quantity of the respective package. 3 works = 10 marks 2 works = 08 marks 1 work = 06 mark	It is requested to consider the experience of Processing of MSW/SWM/Legacy waste as it also involves transportation and disposal of fractions of the outcomes i.e C&D waste, inert, RDF etc.	Refer Addendum-1 (SN-1)
2.		Specific experience in collection & transportation of C&D waste and/or Municipal Solid Waste (MSW) for any government department in India using Auto tippers for primary collection and hook loaders for secondary transportation. a. Experience of more than 5 years =15 Marks b. Experience of more than 3 Years =10 Marks c. Experience of less than 3 Years =08 Marks d. If no experience = 0 Marks	We kindly request you to add Processing/ collection & transportation of C&D waste and/or Processing of Municipal Solid Waste (MSW) for any government department in India.	Refer Addendum-1(SN-1)

3.		Specific Experience in establishment of RFID/GPS system for Primary & Secondary transportation C&D waste and/or Municipal Solid Waste (MSW) for any government department in India. a. If the system established with minimum 50% of the total requirement of vehicles for primary &secondary transportation for the respective package = 5 Marks b. If the system established minimum 40% of the total requirement of vehicles for primary & secondary transportation for the respective package = 3 Marks c. If the system established minimum30% of the total requirement of vehicles for primary & secondary transportation for the respective package = 2 Marks d. If the system established less than 30% of the total requirement of vehicles for primary & secondary transportation for the respective package= 0 Marks A. If the Bidder has experience in establishment and operation of C&D waste processing facility having minimum capacity of 50% of this package capacity in TPD (or) total C&D waste processed equivalent to 50% of the total year quantity of this package and have operated plant successfully for at least 1 year in past 5	Specific Experience in establishment of RFID/GPS system for Primary OR Secondary transportation of C&D waste and/or Municipal Solid Waste (MSW) for any government department in India.	Refer Addendum-1 (SN-1)
4.		A. If the Bidder has experience in establishment and operation of C&D waste processing facility having minimum capacity of 50% of this package capacity in TPD (or) total C&D waste processed equivalent to 50% of the total year quantity of this package and have operated plant successfully for at least 1 year in past 5 years in India for any government department.: 30 marks OR B. The bidder can submit the experience of associated technology	We kindly request you to add processing and operation of MSW/SWM/Legacy waste / C&D waste processing facility and for any government department in India.	Refer Addendum-1(SN-2)

		provider/OEM to meet the eligibility criteria. However, technology provider/OEM must have provided and commissioned similar processing technology which is currently in operation with at least 50% capacity of the quantity specified in the corresponding package. i. If the bidder submits such technology provider/OEM who has executed 3 or more C&D plants: 30 Marks ii. ii. If the bidder submits such technology provider/OEM who has executed 2 C&D plants: 20 Marks If the bidder submits such technology provider/OEM who has executed less than 2 C&D plants: 0 Marks		
5.	General	Design of the processing plant	Kindly confirm whether the concessionaire has the flexibility to design the processing plant based on feasibility considerations.	Refer Clause 17: Treatment Process of PIM Document
6.	General	VGF and Per ton rate	Since this project requires a significant investment, we request BSWML to provide Viability Gap Funding (VGF) to the concessionaire. And also confirm the per-ton rate for these projects?	Tender conditions prevail
7.	General	Establishment of transfer stations	Is the successful concessionaire responsible for establishing the transfer station and procuring containers and hook loaders, or will BSWML provide these? Kindly clarify the roles and responsibilities of the concessionaire.	Refer page (2) Clause (e) of RFP Document. Refer page (23) 2.2.1 Section-1: Collection & Transportation
8.	General	Guaranteed payment	Kindly provide detailed information regarding the guaranteed payment schedule for the project.	Tender conditions prevail
9.	General	Site location with Dimension	Is the proposed area for the transfer station and processing plant finalized? Please provide the site locations along with their dimensions.	Refer Annexure ‘A’ of RFP document

10.	General	Collection points	Is the bidder responsible for the door to-door collection of C&D waste, or will designated collection points be provided? Please share the relevant details	Refer Section 2.2.1 page (23) of RFP document. The bidder is responsible for the comprehensive scope of collection, transportation from primary source to secondary transportation, and secondary transportation from the transfer stations to processing plants.
2. ANTONY LARA ENVIRO SOLUTIONS PRIVATE LIMITED				
11.	1. Scope of Proposal Page 23	2.1 Scope of work for Collection, Transportation and processing of C&D Waste for the Package of 750 TPD capacity	BSWML should give minimum tonnage guarantee of 600 TPD on monthly basis for smooth running of the project.	Tender condition prevails.
12.	2.1 Section-1: Collection & Transportation: Page No. 23	2.2.1.1 Sub-Section-1: Collection: The concessionaire shall procure the optimum required number of containers of 5.00 cum capacity along with suitable hook loaders to carry these containers. Deploy the minimum required labour at each C&D Waste collection spot to fill the containers. The filled containers need to be taken by hook loader within stipulated time mentioned in RFP and DCA. The minimum required containers to be deployed based on the assessment of the available quantity at source.	5.00 Cum Capacity containers can be emptied using technologies other than hook loaders, reducing capital cost for the bidders and O&M cost to the agency. Requesting to allow bidder to choose the primary collection mechanism.	Tender condition prevails.
13.	2.1 Section-1: Collection & Transportation: Page No. 23	2.2.1.2 Sub-Section-2: Primary Transportation: The filled containers from C&D waste generation points shall be carried by the optimum capacity of the hook loaders to be deployed and carry the filled containers to the transfer stations. The small size containers shall be transferred the waste into the larger size of 20.00 Cum or more capacity containers at the transfer stations. 2.2.1.3 Sub Section-3: Secondary Transportation: The secondary transportation through the hook loader of 28.00 T GVW or more capacity to be deployed to carry the filled larger size containers from the transfer station to processing plant.	28.00 T GVW is possible to carry only 14.00 Cum bin. Please modify.	Tender condition prevails.

14.	2.3.13 Page No. 25	In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator has to pay the fee towards the processing fee to the processing plant agency as per the rates approved by BSWML.	Requesting Not to Allow Concessionaire has implemented C&T vehicles in selected areas, impacting waste delivery and payment between BSWML and Concessionaire.	Tender condition prevails.
15.	2.3.33 Page no 26- And 8.2-Page No. 28	It is proposed that in package Plant of 750 TPD Capacity processing facilities are required to establish with minimum 150 Ton/hour of crushing plant capacity which can operate for minimum 5 Hours. The plants may need to operate for extra And **8.2 Construct and Operation of C&D Waste Processing System:** 8.2.1 Responsibilities of Operator should be detailed to include the following: Undertaking necessary geotechnical survey to assess the hydrological and flooding potential of the site Construction of 70 TPH C&D Waste Processing Plant.	Requesting to allow the bidder to choose their working time and machine specifications. Point 2.3.33 and 8.2 are Contradictory to the above statement.	Refer the same clauses in the RFP document again. There is no such contradiction.
16.	2.4 Service level benchmarking:	2.4.1 The Concessionaire shall achieve Collection, Transportation from Commercial Operation Date in the following manner. 1. By Six Months from Commercial operation Date 75% 2. Twelve Months from commercial operation date 100%	Considering the current collection system for C&D waste, it is challenging to meet the service level benchmark. Kindly requesting to delete the clause.	Tender conditions prevail.
17.	3.2 penalties for non-adherence while processing the C&D waste Page 33	7. Penalty if the efficiency extent of processing of waste falls below 70% on a monthly basis then, concessionaire shall be liable penalty for each 5% deficit	Request to modify as; Penalty shall be applicable only if incoming waste is more than 90% of plant capacity on monthly basis.	Tender Conditions Prevails
18.	Note Point 2 Page 33	2. the above rate of penalties will be increased by 5% every year rounding off to the nearest rupee.	Increasing penalties every year might have a bigger impact on bidders with lower income. So, kindly request you to consider removing that clause	Tender Conditions Prevails
19.	3.1 Methodology Statement Page 39	Landfilling process (liner system, method of filling and covering of Landfill Waste).	Not in the bidder scope, hence, to be deleted.	Refer addendum-1 (SN-4)

20.	1.4.3 Category 2: Page No.63	**The bidder should submit pretender MOU with manufacturers having following eligibility:** Manufacturer should have during the last 5 years from the date of bid submission commissioned at alteast 1 nos. plants for Construction & Demolition Waste processing in India of minimum 500 TPD capacity on wet processing technology with sand soil separation technology (Hydro cyclone process) and water recovery processing. The said plant should be operational and **the same should be certified by any government department of India.**	We would like to bring to your attention that original equipment manufacturers (OEMs) typically lack direct supply experience with the corporation or tender authority, as tenders usually come with Plant Operations and Maintenance (O&M) requirements. We would like to highlight that in this case of indirect supply, the Manufacturer has no direct connection or relationship with the corporation or tender Authority. As a result, the OEM cannot obtain certification from any government department in India under these circumstances. We Kindly request you to consider the indirect supply experience as the end user is ultimately the Govt. department only. Indirect supply includes supply to Private organisations who further supply to Govt. departments/Municipal Corporations/ULB / PSU. Therefore, we request that you take into account the OEM's patent, the agreement/MoU/work order between the bidder and the OEM, as well as plant commissioning certificates	Refer Addendum-1 (SN-2)
21.	9.1. Performance Security Page No. 50	The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the BBMP and BSWML, in the form as set out in **Schedule-6,** (the **"Performance Security**") for a sum of corresponding to [9% (nine per cent)] of the Bid Project Cost (based on the capital costs mentioned in the document) during construction & mobilization period till Commercial Operation date of 750 TPD C&D project. The Performance Security for construction shall be	Requesting you to reduce Performance security to 5%	Refer Addendum-1 (SN-3)

		released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable.		
22.	BOQ Page No. 115	5. In case of operation of either C&T or P&D process alone, in such cases the following illustration shall be applicable: If the total tipping fee is Rs. 100 per TPD, then for Collection and Transportation (C&T) rate shall be taken as 65% of total tipping fee & for Processing and Disposal (P&D) rate shall be taken as 35% of total tipping fee and paid accordingly.	Please consider modifying the clause according to the previous tender as; Collection and Transportation (C&T) rate shall be taken as 60% of total tipping fee & for Processing and Disposal (P&D) rate shall be taken as 40% of total tipping fee and paid accordingly.	Tender conditions prevail
23.	General	Bid Submission Due date	Kindly requesting you to provide Minimum 20 days from the date of the clarifications provided	Tender conditions prevail
3. MOTHER EARTH ENVIRON TECH PRIVATE LIMITED				
24.	RFP- Page 65,	Technical evaluation parameter point 1	Experience in transportation and handling of any waste certified by Government Body/Board, should be considered as it will give equal opportunity for all companies to participate and be eligible for the tender	Refer Addendum-1 (SN-1)
25.	RFP- Page 65,	Technical evaluation parameter point 2	Request to consider transportation of any waste certified by Government body/Board.	Refer addendum-1 (SN-1)
26.	RFP- Page 66,	Technical evaluation parameter point 3	Experience in establishing RFID/GPS for transportation and handling of any waste certified by Government Body/Board, should be considered.	Refer addendum-1 (SN-1)
27.	PIM - PAGE 35, 8. Summary of Financial Model, Conclusion, point 2	Summary of Financial Model, Conclusion, point 2 - The BSWML shall establish the Escrow account and collect the cess from the construction activities through BESCOM based on per sq.km. based on per sqm. Basis of plan section for modification /alteration/ renovation/new construction activities.	Why cess is collected through BESCOM?	This is a internal mechanism of the authority and the cess shall be collected from source generator through BESCOM or any other modes.
28.	RFP- PAGE 4,	v. The collection of royalty on processed goods & payment of the same to concerned department is responsibility of bidder.	Kindly provide details of Royalty and specify on whether the royalty amount is added over the specified SR rates for the processed goods.	Tender conditions prevail.

29.	RFP-PAGE 24, 2.3.4	The unauthorized dumping needs to stop within the stipulated time mentioned in DCA and its articles.	BSWML will have the authority to stop unauthorized dumping and Concessionaire shall lift the unauthorized dumping as directed by BSWML officials.	Tender conditions prevail
30.	RFP - PAGE 24, 2.3.9	For less than 1 MT of C&D Waste generator i.e Small Generator who has not registered with BSWML and their payment is not reflected in ESCROW account, in such case the Concessionaire has to provide service with small size containers after registering the requirement of the removal of such waste for less than 1 MT C&D Waste after confirmation of payment receipt paid to BSWML	The payment should directly made to Concessionaire, and if made BSWML how will it be paid to Concessionaire	The method of payment is illustrated in Article-18 of DCA and all other terms and conditions as per tender conditions prevail.
31.	RFP - PAGE 24, 2.3.11	For BSWML's other civil works / bulk generators having quantity equal or more than 20 MT per day or 300 MT per project per month there will be two cases as mentioned below. The C&D waste supplied by bulk waste generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates.	The payment for processed materials should directly made to Concessionaire	Tender Conditions Prevails
32.	RFP - PAGE 24, 2.3.10	For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e, Medium Generators, who have not registered and their payment is not reflected in ESCROW account, then such cases need to be brought to the notice through online tracking mechanism and Concessionaire shall provide the containers to source generation spots after register their request and after confirmation of the payment in ESCROW account.	The delay in registration should be waved off from penalty	Tender Conditions Prevails
33.	RFP - PAGE 24, 2.3.14	If there is a difference between quantity registered and payment made in ESCROW account and actual C&D Waste found on the site, then Concessionaire shall inform BSWML, in cases the generator shows subsequent confirmation for remaining quantity then the concessionaire shall collect the C&D.	If the confirmation delayed it will affect the vehicle movement and causes delay in attending waste collection leading to penalty so the Generator will have to pay penalty if the confirmation delayed beyond 2 hrs.	If there is a difference in quantity of waste recorded with authority and the actual waste transported from the geo linked waste generator and such difference in the quantities shall be handled by

				authority with the source generator. The actual quantity transported by the concessionaire shall be recorded and paid accordingly.
34.	RFP - PAGE 25, 2.3.15	For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/ system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record	The penalty for delay due to unavailability of the BSWML staff should be waved off, the payment time line from BSWML for the monthly bill should be within 7 days of bill submission	Refer Section 2.3.15 page (26) of RFP document
35.	RFP - PAGE 27, 2.3.37	The concessionaire shall complete all the activities such as obtaining all clearances required for the project including clearances required for land development, mobilization / procurement of necessary equipment's, vehicles, machineries & resources required for Collection, Transportation of Construction and Demolition (C&D) Waste from BSWML area and commission the contractual work within 12 months of issuance of LOA.	Any unavoidable delays such TOR committee not available and weather effecting the TOR study should provide the extension in time given.	Tender Conditions Prevails
36.	RFP - PAGE 30	Non - adherence while processing the C&D waste at processing plant, point 1 - Processing of less than 750 TPD quantity of C&D waste (if the quantity recorded through online mechanism is average 750 TPD and if processing of quantity is less than the input on yearly basis)	Should be waved off if 750TD C&D waste not available in the respective package area specified	Tender Conditions Prevails
37.	RFP- PAGE 31	Non - adherence while processing the C&D waste at processing plant, point 7 - Penalty if the efficiency extent of processing of waste falls below 70% on monthly basis then, concessionaire shall be liable penalty for each 5% deficit.	No Penalty if the efficiency extent of processing of waste falls below 70% on a monthly basis then, concessionaire shall be liable penalty for each 5% deficit	Tender Conditions Prevails
38.	RFP - PAGE 24, 2.3.5	The mechanism for surveillance of C&D waste in order to avoid the duplication of waste collected &	If separate call center done for each package. how to avoid duplication, and how to	Independent online monitoring mechanism at each

		disposal should be implemented by the concessionaire. The same will be integrated with BSWML control command centre.	allocate zones without conflicting the adjoining areas between the concessionaire.	jurisdictional area of the concern package should be implemented by the concessionaire.
39.	RFP - PAGE 25, 2.3.33	The concessionaire shall collect & transport the waste generated as per the proposal, if it is less or more than indicated in contract then in such case the concessionaire shall be dealt to account the same as per the accepted rate per ton and the concessionaire is bond to follow the same as per the instruction of authority.	Minimum 90% tonnage of the Vehicle capacity should be considered for billing as shifting lesser quantity only will lead to transportation losses	Refer Article-18.4 Payment Schedule Page (103)
40.	RFP - PAGE 58, Point 5.3	Indemnity	The entire operation depends on quality and quantity of the C&D waste, it would be too harsh to have 3 times value of the agreement indemnify for BSWML, kindly reduce it to 3% of the agreement value.	Refer RFP document. Clause 5.3. Page (58). Tender conditions prevail
41.	RFP- Page 65,	Technical evaluation parameter point 1	1. Experience in transportation and handling of any waste from Government or Non-Government organisation certified by Government Body/Board, should be considered as It will give equal opportunity for all companies to participate and be eligible for the tender 2. Request to consider the bid capacity relaxation to extent of 50% only for bidder to bid on multiple tenders.	Refer Addendum-1 (SN-1)
42.	RFP- Page 65,	Technical evaluation parameter point 2	1. Request to consider transportation of any waste from Government or Non-Government organisation certified by Government body/Board. 2. Request to consider the bid capacity relaxation to extent of 50% only for bidder to bid on multiple tenders	Refer Addendum-1 (SN-1)
43.	RFP- Page 66,	Technical evaluation parameter point 3	1. Experience in establishing	Refer Addendum-1 (SN-1)

			RFID/GPS for transportation and handling of any waste from Government or Non-Government organisation certified by Government Body/Board, should be considered. 2. Request to consider the bid capacity relaxation to extent of 50% only for bidder to bid on multiple tenders.	
4. MAAURYA CONSTRUCTIONS				
44.	RFP- Page 60,	Technical evaluation parameter point 1	Experience in transportation and handling of any waste certified by Government Body/Board, should be considered as it will give equal opportunity for all transporters to participate and be eligible for the tender.	Refer Addendum-1 (SN-1)
45.	RFP - Page 60,	Technical evaluation parameter point 2	It is here request to consider transportation and handling of any waste certified by Government Body / Board hence, will give equal opportunity for all transporters to participate and be eligible for the tender.	Refer Addendum-1 (SN-1)
46.	RFP - Page 60,	Technical evaluation parameter point 3	Experience in establishing RFID/ GPS for transportation and handling of any waste certified by Government Body/ Board should be considered.	Refer Addendum-1 (SN-1)
47.	DCA, Cl 2.2.1 Page no. 12	The concessionaire has to establish the comprehensive RFID/ GPS mechanism to containers, hook loaders and weigh bridges along with CCTV and connect the entire vehicle tracking mechanism and loading assessment mechanism to the central control command system of BSWML and monitor the same	I. We kindly request BSWML to allow weighing of C&D Waste at processing facility weighbridge. II. We opine that the central control command system of BSWML is fully functional and possesses adequate IT infrastructure to monitor the concessionaire's activities. Consequently, the concessionaire is not responsible for upgrading the central control command system.	Tender conditions prevail

			BSWML to confirm the same.	
48.	DCA Cl 2.4.22 Pg (15)	The successful bidder has to establish **control room,** workshop on the processing plant site itself.	As per Clause 2.2.1, a central control command system is to be established by BSWML to monitor the concessionaire's operations. Please confirm if this control room is in addition to the existing central command center. If it is an additional facility, we request BSWML to provide the land required for the control room.	Tender conditions prevail
49.	DCA, Cl 2.4.11 Page no. 13	The concessionaire has to enter into an **MOU with the Bulk waste generators** in consultation with authority to handle the bulk waste. The signed copy between the parties need to submitted to authority.	In the event that bulk generators refuse to enter into an MOU and instead dispose of C&D waste at unauthorized locations, it may result in a revenue loss for the concessionaire. We request BSWML to take appropriate measures to ensure that the concessionaire is compensated for such losses.	Suitable actions will be taken to avoid unauthorized dumping of C&D waste.
50.	DCA, Cl 2.10.1, Page no. 18	Phase I – Mobilization Period: **1 month** from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later. Mobilization period includes time to start the process to obtain all the necessary clearances & approvals from relevant authorities and place orders to deploy vehicle and manpower for collection & transportation mechanism. If the delay is beyond the control of the concessionaire, then the mobilization period shall be extended based on the reasons recorded and in such recorded hindrances justified by the engineers in charge or the authorised representative of BSWML**.**	Request Authority to consider this period to **6 months** from the date of signing of agreement or from the date of handing over of the facilities, whichever is later. Since, the Concessionaire would require some time to obtain the necessary clearances & approvals from relevant authorities and the construction work of P&D facilities cannot be started in absence of these clearances.	Tender conditions prevail
51.	DCA, Cl 2.11.4, Page no. 19	This being a green initiative, may be entitled to Carbon Credits. The Concessionaire may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML).	Requesting the Authority to allow Concessionaire to avail 100% carbon credits.	Tender conditions prevail
52.	DCA Cl 2.13.1 Pg 19	If the average distance is more than 5.0Kms in one direction, then the **rate per KM lead shall be paid for the additional lead** based on the additional	Request BSWML to specify the rate of additional lead beyond 5Km.	Tender conditions prevail

<table>
<tr><td></td><td></td><td>distance established by a designated committee after the land fill area has been approved by the authority.</td><td></td><td></td></tr>
<tr><td>53.</td><td>DCA, Cl 2.15, Page no. 21</td><td>Revenue generated from processed C&D waste (components) shall be minimum as per the below derived calculations;
<table><tr><th>S. No</th><th>Description of the item</th><th>Percentage</th></tr><tr><td>1</td><td>Aggregate</td><td>24%</td></tr><tr><td>2</td><td>Sand</td><td>10%</td></tr><tr><td>3</td><td>Murrum/Soil</td><td>60%</td></tr></table></td><td>We understand that these are indicative figures, as the rates are subjected to market dynamics. Kindly clarify.</td><td>Yes. Tender conditions prevail.</td></tr>
<tr><td>54.</td><td>DCA, Cl 4.1.2, Page no. 27</td><td>(b) Provided a portion of land at the Dumpsite as demanded by the Concessionaire for setting up of Project Facilities for 750 TPD C&D Waste, vacant and free from Encumbrances</td><td>Request BSWML to specify the quantum and other details of land that will be allocated to concessionaire-

1. Land for P&D plant
2. Land for transfer stations and their locations.
3. Land for establishing Ancillary facilities.
4. Land for landfill for disposing inerts.
5. Whether the land will be leased to concessionaire? If so, please provide the lease value.</td><td>The tentative location of land for each facility is indicated in Annexure-A of RFP document. Kindly refer the same. The land for the processing facility shall be given on permissive usage basis.</td></tr>
<tr><td>55.</td><td>DCA, Cl 6.1.2, Page no. 42</td><td>(a) identify and earmark / allocate parcel(s) of land, by itself, within or outside the Project Area for the purpose of setting up of Project Facilities including transfer stations</td><td></td><td></td></tr>
<tr><td>56.</td><td>DCA, Cl 4.1.2 (b), Page no. 27</td><td>The location of land for inerts shall be informed to the successful bidder as per the Scope of Work of this Agreement mentioned in RFP.</td><td>We request BSWML to notify the disposal sites prior to the bidding process. This will allow bidders to plan their logistics, lead costs, and develop accurate bid pricing accordingly.</td><td>The landfill site be notified to the successful bidder.</td></tr>
<tr><td>57.</td><td>DCA, Cl 4.1.3 (o), Page no. 29</td><td>Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 750 TPD C&D Waste;</td><td>Please reconsider the removal of this clause from the Condition Precedents of the Concessionaire. As it is not within the control of the Concessionaire and Concessionaire is not enforcing authority to prevent generators from dumping C&D waste as it is entirely dependent on the Generator, it may not be appropriate to hold the</td><td>Refer Addendum-1 (SN-5)</td></tr>
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			Concessionaire accountable for fulfilling this condition.	
58.	DCA, Cl 4.1.3, Page no. 28	The Conditions Precedent (CP) required to be satisfied by the Concessionaire within a period **of [90 (ninety)] days from the Execution Date** shall be deemed to have been fulfilled when the Concessionaire shall have	As per Cl 4.2.1, "*Each Party shall make all reasonable endeavours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of **[180 (One Hundred & Eighty)] days** from the Execution Date".* Also, as per Cl 4.1.2, the CPs of BSWML is **180 days**, In light of both clauses, BSWML is requested to align the CPs for the Concessionaire to also be **180 days.**	Tender conditions prevail.
59.	DCA, Cl 5.2.2, Page no. 36	Before finalization, the Concessionaire shall submit to BSWML and the BBMP the drafts of all Project Agreements and the Collection, Transportation and Processing & Disposal Concession (if any) or any amendments or replacements thereto for its review and comments	We kindly request BSWML to delete this clause, as the project involves issuing numerous Purchase Orders (POs), Work Orders (WOs), and service agreements with various vendors. Requiring final approval from BSWML for each order would significantly delay the process. We suggest that this clause be limited to major agreements or those with higher order values.	Tender conditions prevail.
60.	DCA, Cl 6.1.2, Page no. 42	(e) provide the Sites on lease and license basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed on or about the Sites by any Government Instrumentality	BSWML is requested to please specify the lease value of the land to be handed over to the concessionaire for setting up of project facilities.	The land for the processing plants shall be provided on permissive usage basis.
61.	Cl 6.1.2 (n) Pg 44 of DCA	Collect user fee as for source collection of C&D waste	We understand this is only for Small & Medium generators and not for bulk generators. As per Cl. 2.4.11 Bulk generators shall pay directly to concessionaire. Request BSWML to confirm the same.	Tender condition prevails.
62.	Cl 9.3.1 Pg 52 of DCA	Security towards establishment of C&T facility is **5% of capital cost of C&T facility** released after procurement completion within 3 months certified by Project Engineer and Authority.	As per Clause 9.1.1, the concessionaire is already providing a 9% bank guarantee valid until the Commercial Operation Date (COD). Please confirm whether the additional 5% bank guarantee required is in addition to the existing 9% bank guarantee for project facilities. If so, request BSWML to remove this clause.	Refer Addendum-1 (SN-8)

			As 2 BG's for same requirement cannot be imposed.	
63.	Cl 9.10 Pg 54 of DCA	In accordance with Article 15.2.1 (e) (iv), the Concessionaire shall have submitted to the BBMP and BSWML, prior to the Execution Date, an unconditional and irrevocable bank guarantee to BSWML, issued by the technology provider, corresponding to 5% (five per cent) of the aggregate capital cost of the machinery. (the "Technology Performance Security")].	Already BG for 9% Construction & mobilization and BG for 9% O&M are submitted. This additional 5% BG from technology provider doesn't have any relevance. Request BSWML to delete this clause.	Refer Addendum-1 (SN-3)
64.	Cl 13.1 Pg 65 of DCA	The independent engineer shall be **appointed by BSWML to monitor the overall performance of the Concession** with requisite technical expertise, knowledge and experience in the [design, engineering, construction, development, and operation] of [750 TPD C&D waste, waste collection & transportation facilities, material recovery facilities, and other machinery and facilities forming part of the 750 TPD C&D waste management system]	i. During the appointment process of the Independent Engineer (IE), we request that BSWML involve the concessionaire to ensure a fair and transparent selection process. ii. BSWML is requested to specify the date by which the Project Engineer will be appointed.	Tender conditions prevail. The Independent engineer shall be made available before start of contract.
65.	DCA, Cl 13.2, Page no. 65	All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is as per the mutually agreed approved rates at the time of signing of the agreement.	Request BSWML to bear 50% of fees, expenses of Project Engineer.	Tender conditions prevail
66.	Cl 18.1.1 DCA Pg 102	Approved tipping fee per TPD multiplied with the total TPD C&D collected, transported & processed under the Concession for duration of **one month** shall be deemed as **"Bid Project Cost** (O&M Cost)".	Request BSWML to please specify which month to be considered for computation of Bid Project Cost? As the Quantum of Waste collected & processing differs every month.	The estimated quantity indicated in the tender shall be considered as quantity to arrive the bid project cost
67.	Cl 18.2(c) DCA Pg 103	BSWML shall be entitled to withdraw amounts from the Escrow Account in accordance with the provisions of this Agreement and the Escrow Agreement.	Request BSWML to modify the Clause as *"Concessionaire shall be entitled to withdraw amounts from the Escrow Account in accordance with the provisions of this Agreement and the Escrow Agreement."*	Tender conditions prevail.
68.	Cl 18.3 (g) DCA 103	The collection of royalty on processed goods & payment of the same to concerned department is responsibility of bidder.	Request BSWML to elaborate on the same regarding Royalty on Processed Goods.	Tender conditions prevail.

69.	Cl 18.4.2 (b) DCA, Pg 103	Schedule 2: Balance 50% of the Part-1 of payment shall be released after verifying the actual quantities based on the online tracking mechanism and also after deducting towards non-adherence to performance based on GPS mismatch, penalties etc.	Request BSWML to mention the Exact timeline for making the balance 50% payment. Please incorporate the clause as *"Balance 50% of the payment shall be released within 1 week of verification of the actual quantities based on the online tracking mechanism and also after deduction of non-performance based on GPS mismatch, penalties etc.*	Tender conditions prevail.
	DCA, Cl 19.8.2, (Note:1) Page no. 117	Note: 1. If the total penalty amount reaches 10% of operational cost of the year, BSWML may consider to terminate the contract & initiate further legal action which may including blacklisting.	Request the Authority to remove this provision. Blacklisting of a Concessionaire should not occur after the Concessionaire has invested so much money in the project. Kindly consider termination only if the Concessionaire reaches a total penalty amount which is 10% of operational cost of the year, over a continuous span of 3 months due to its event of default and not due to force majeure or the things beyond his control.	Tender conditions prevail.
70.	DCA, Cl 19.8.2, (Note:2) Page no. 117	the above rate of penalties will be increased by 5% every year rounding off to the nearest rupee.	Request to delete this provision, as across concession agreements of different projects, the penalties are fixed for the entire concession period and is not subjected to an increase on year-on-year basis.	Tender conditions prevail.
71.	DCA, Cl 24.3, Page no. 134	**BSWML Event of Default and BBMP Event of Default**	Request to add the following sub-clause in this clause- "*In case of BSWML fails to handing over the land meant for developing the Project facilities in the stipulated timelines, it shall be considered as BSWML/ BBMP's Event of Default".*	Tender conditions prevail.
72.	Cl 25.1.2 Pg 142 of DCA	Upon Termination on account of a Concessionaire Default during the Operations Period, Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 100% (One Hundred per cent) of the Book value of Project + 70% of the	Not in lines with Cl 24.4.7. Both the clauses are contradictory, request BSWML to confirm which shall prevail.	Refer Addendum-1 (SN-7)

		unexpired/future cash flow discounted at the rate of 12%. For the avoidance of doubt, the future cash flow shall be submitted and accepted by the Authority in the initial DPR.		
73.	Cl 25.1.2 Pg 142 of DCA	If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire i. Debt Due less Insurance Cover for assets under Concessionaire ownership; provided that if any Insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and ii. 110% (one hundred and ten per cent) of the Book value. If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to: i. 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and ii. 110% (one hundred and ten per cent) of the Book Value of Project. If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount as if it were an Authority Event of Default.	Not in lines with Cl 24.4.12, Both the clauses are contradictory, request BSWML to confirm which shall prevail.	Refer Addendum-1 (SN-7)
74.	Cl 25.2 Pg 143 of DCA	Termination Compensation for Termination post the Completion Date but prior to the COD	Not in lines with Cl 24.4.5 and 24.4.7. Both the clauses are contradictory, request BSWML to confirm which shall prevail	Refer Addendum-1 (SN-7)
75.	Schedule 1 Cl 1.5 (Note:1) Pg 186	1. If the total penalty amount reaches 10% of operational cost of the year, BSWML may consider to terminate the Concession& initiate further legal action which may include blacklisting.	Request the authority to delete this provision. Blacklisting of a contractor should not occur after the contractor has invested so much money in the project. Kindly consider termination only if the contractor reaches a 10% penalty for a continuous period of 3 months due to its event of default, other than force majeure or the things beyond his control.	Tender conditions prevail.
76.	Schedule 1 Cl 1.5	2. Rate of penalty will be increased by 5% every year rounding off to the nearest rupee.	Not acceptable.	Tender conditions prevail.

	(Note:2) Pg 186		Across concession agreements, penalties are fixed for the entire concession period, it will not increase year by year. Hence please delete this provision.	
77.	General		If the quantity of C&D waste received is significantly more than 3000 TPD for a period of time, BSWML is requested to provide financial grant/assistance to the Concessionaire so as to equip/enhance the storage and processing capacity of the Project facilities for increased amount of waste.	Tender conditions prevail.
78.	General		If the quantity of C&D waste received is less than 3000 TPD for a period of time, BSWML is requested to compensate the Concessionaire for the revenue lost due to the shortfall in quantity, in order to help the Concessionaire recover the CAPEX amount.	Tender conditions prevail.
79.	General		Is Environmental Clearance obtained for the project? If not, request Authority to obtain EC prior to signing of the agreement.	Tender conditions prevail
80.	General		Request BSWML to add the clause stating that BSWML shall within the period mentioned in CA, pay the concessionaire the payments. In case of delayed payment, interest at the rate of SBI PLR + 3% shall be applicable.	Tender conditions prevail
81.	General		Authority should issue Gazette notification regarding the revision of user fee every year to the Bulk generators to accommodate the increase the prices.	Tender conditions prevail
82.	Sl. No (t), RFP, Page 4	The average distance towards secondary transportation is considered from the transfer stations to processing plants is about 25 Kms on direction and round trip it is 50.00 Kms. The lead for the additional distance per Km shall be paid or deducted based on the establishment of actual average distance per trip after the award of the work and after finalization of the	Requesting Authority to clarify, what shall be the compensation mechanism if the identified land for change of TS/Integrated Processing Location.	Tender conditions prevail

		location of the Transfer stations and processing plants and arrive the average distance in mutual consent of concessionaire and BSWML for the corresponding package.		
83.	RFP, Page 10	Abbreviations and Acronyms	The PITA abbreviation is not clear, Requesting Authority to clarify.	Abbreviations and Acronyms prevail
84.	RFP, Page 13	Definitions: Employer: One of the two parties to a works contract, the other party being the "Concessionaire."	We request for clarity on this definition	Refer the definitions
85.	RFP, (1.2) Page 18	PART II: FINANCIAL BID – Rate for transportation fee.	We request Authority to clarify part II, Rate for Transportation fee means?	The bidder is required to quote single quote. The bifurcation of the rate towards C&T and P&D is mentioned in DCA in payment schedule. Please refer the same
86.	2.2.2.3, RFP Page 24	Infrastructure & facilities: Establish the Vehicle washing system, Workshops to maintain the vehicles, **fuel stations**, public utilities for the staff and workers deploy the minimum required staff for each activity and maintain the proper records of the deployment of the vehicles, manpower etc.	We request Authority to clarify, why establishment of fuel station is required?	Tender conditions prevail
87.	2.3.11, RFP, Page25	The C&D waste supplied by bulk waste generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates.	Requesting Authority to specify what will be the SR rates of the recycled products	Tender conditions prevail
88.	2.3.26,2.3.37, RFP Page 28	2.3.36 Construction Period: 18 months from the date of receipt of letter of acceptance or handing over of site, whichever is later. 2.3.37……. commission the contractual work within 12 months of issuance of LOA.	Request Authority to clarify which one of the two clauses will prevail. As there is contradiction.	Tender Conditions prevail
89.	3.2, RFP, Page 32	Penalties	We request authority to have a cap on the penalties to be imposed on the bills submitted by the concessionaire.	Tender conditions prevail
90.	General	Site utilities	We request authority to provide site utilities facilities like Change of Land Use permit, Approach Road, Electricity connection, water connection till the main gate of the site	Tender conditions prevail.

91.	7.3, RFP, Page 42	The said Key Personnel will continue to be available during the Concession Period as agreed under the Concession Agreement.	We request Authority to accept the change is key personnel throughout the concession period.	Tender conditions prevail
92.	P, RFP, page 4 And 1.6 (g), RFP, Page 55	It is to notify that one bidder shall be awarded only one package as per the bid opened in the above-mentioned chronological order. It is to notify that one bidder shall be awarded more than one package provided they have combined bid capacity.	Request Authority to clarify, whether only one package will be awarded to one bidder or multiple packages as the two clauses mentioned in the reference brings contradiction	Refer Addendum-1(SN-9)
93.	9.11, DCA, page54	Additional Performance Security	There is no percentage for additional securities. We request authority to delete this clause as 4 kinds of securities already exists.	Refer Addendum-1 (SN-8)